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NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF TARRANT §

WHEREAS, an Oil, Gas and Mineral Lease effective on October 22, 2007 (the "Lease"), recorded in the official public records of Tarrant County, Texas as document number D207398463, was executed by and between **Penske Truck Leasing Co., L.P.**, ("Lessor"), and Dale Property Services, L.L.C., ("Lessee"), whose address is 2100 Ross Avenue, LB-9, Dallas, Texas 75201, and subsequently conveyed all right title and interest to the Lease in an Assignment recorded March 5, 2008 in Document No. D208077586 to **Chesapeake Exploration, L.L.C.**, ("Chesapeake"), and whose address is 6100 North Western Avenue, Oklahoma City, OK 73118 (hereinafter referred to as "**Assignee**").

WHEREAS, the Leased Premises described in the Oil, Gas and Mineral Lease reads as follows:

11.131 acres, more or less, out of the W. H. Little Survey, Abstract No. 945, and the R. Briggs Survey, Abstract No. 116, more particularly described by metes and bounds in that certain Plat Map dated July 31, 1978, recorded in Volume 388-123, Page 59 of the Plat Records in Tarrant County, Texas;

NOW THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Assignee do hereby amend the Lease as follows:

- (a) Lessor and Assignee agree to delete from Provision 5 and Provision 15 of the lease any references to "160 acres" and in its place substitute "190 acres".
- (b) Assignee hereby commits to drill a minimum of three separate wells within the unit of which the referenced unit is a part.

All provisions of the Lease not amended by this Amendment shall remain in full force and effect. The Lease, as amended by this Amendment, is ratified and confirmed.

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of October 22, 2007.

LESSOR:

PENSKE TRUCK LEASING CO., L.P.

By Penske Truck Leasing Corporation,
General Partner

By: _____

Name: JENNIFER R. H. SOCKEL

Vice President - Real Estate

Title: _____



Lessee:

~~Chesapeake Exploration, Limited Partnership,
An Oklahoma limited partnership~~
ILC

By: _____

Henry J. Hood, Sr. Vice President – Land and
Legal & General Counsel

Chesapeake Operating, Inc. General Partner

Exploration, ILC

ACKNOWLEDGMENT

STATE OF Pennsylvania §
COUNTY OF Berks §

BEFORE ME, the undersigned authority, on this day personally appeared Jennifer RH Sockel, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of said PENSKE TRUCK LEASING CO., L.P., and that he/she executed the same as the act of such limited partnership for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 18th day of August, 2008.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Nancy J. Hutchens, Notary Public
Cumru Twp., Berks County
My Commission Expires July 29, 2011
Member, Pennsylvania Association of Notaries

Nancy J. Hutchens
Notary Public in and for State of Pennsylvania

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF OKLAHOMA §

Before me, the undersigned, a Notary Public in and for said County and State, on this 2nd day of September, 2008, personally appeared Henry J. Hood, Senior Vice President - Land and Legal & General Counsel of Chesapeake Exploration, LLC, acting as General Partner for Chesapeake Exploration, LLC ~~limited Partnership, an Oklahoma limited partnership~~, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Brenda L. Johnson
Notary Public

My Commission Expires: _____
My Commission Number: _____





DALE PROPERTY SERVICES
ATTN JENAE WHATLEY
3000 ALTAMESA BLVD 300
FT WORTH TX 76133
Submitter: DALE RESOURCES LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 09/09/2008 08:27 AM
Instrument #: D208349576
~~GRB~~ 4 PGS \$24.00

By: _____



D208349576

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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